

**MEMORANDUM OF UNDERSTANDING**  
between  
**Mississippi Department of Rehabilitation Services**  
and the  
**Mississippi Department of Human Services**

This MEMORANDUM OF UNDERSTANDING is hereby entered into by and between the Mississippi Department of Rehabilitation Services, hereinafter referred to as the Mississippi Department of Rehabilitation Services (MDRS) and the Mississippi Department of Human Services, hereinafter referred to as the Mississippi Department of Human Services (MDHS).

**A. PURPOSE:**

This agreement will establish a working relationship between the Mississippi Department of Rehabilitation Services, Office of Vocational Rehabilitation (OVR), and the Mississippi Department of Human Services, Division of Economic Assistance (DEA), in assessing TANF recipients who are diagnosed as having a physical and/or mental disability. The purpose of this Memorandum of Understanding is to provide a framework for local MDRS and MDHS staff to facilitate the most effective and efficient process to help TANF recipients gain access to services available through MDRS.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Mississippi Department of Human Services is an agency of the State of Mississippi charged with the responsibility of operating and administering a state-federal assistance program in Mississippi in accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193). The mutual benefit of this Memorandum of Understanding with MDRS is to help TANF (Temporary Assistance to Needy Families) recipients gain access to available services and resources. This referral process will be of mutual benefit to MDRS and MDHS as both agencies work together in accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

**C. MISSISSIPPI DEPARTMENT OF REHABILITATION SERVICES SHALL:**

1. Consider for acceptance those TANF applicants and recipients who are shown to be individuals with a disability which constitutes or results in a substantial impediment to employment and who requires, in terms of an employment outcome, specific vocational rehabilitation services.
2. Develop an Individualized Plan for Employment (IPE) and provide, as appropriate, vocational rehabilitation services based on the vocational needs of each eligible individual and consistent with the individual's informed choice. Services available through ORV will include, but are not necessarily limited to, psychological testing, vocational evaluation, vocational counseling and

guidance, job readiness training, job placement assistance, follow-up and post-employment services.

3. Cooperate with MDHS case management to schedule intake interview appointments within ten (10) working days of the referral date and notify MDHS case management of the appointment results within three (3) working days.
4. Ensure daily supervision and tracking of TANF applicants and recipients assigned to AbilityWorks. AbilityWorks, which is operated by MDRS, offers job readiness training, work experience and provides support, counseling, instruction, and motivation needed to be successful in the work place. Share monthly Community Rehabilitation Program (CRP) progress reports which shall include, but are not limited to details of the individual's progress, level of participation, report on work or other activities, goals to be accomplished and goals completed.
5. Provide written notification to MDHS case management whenever a TANF applicant/recipient is placed (employment or other activities), fails to cooperate, fails to participate satisfactorily, refuses services offered or the individual's case is closed as not rehabilitated.
6. Offer a minimum of 30 hours per week to TANF recipients assigned to AbilityWorks based on the availability of work assignments.

D. MISSISSIPPI DEPARTMENT OF HUMAN SERVICES SHALL:

1. Conduct orientation and assessment of TANF applicants/recipients.
2. Select and refer TANF applicants/recipients on the basis of medical documentation and provide or make available medical records including general and special medical and/or psychological information on all referred TANF applicants/ recipients.
3. Allow TANF applicants/recipients ten (10) calendar days, from the date of the MDHS intake appointment, to provide the Report of Medical Examination to the MDHS eligibility worker.
4. Contact MDRS Office of Vocational Rehabilitation and schedule intake interview appointments for TANF applicants/recipients within ten (10) working days from the date of the MDHS case management intake appointment.
5. Notify TANF applicants/recipients of where, when and to whom to report for the initial appointment with MDRS Office of Vocational Rehabilitation .
6. Arrange appropriate supportive services (child care and transportation) for eligible TANF recipients.

7. Provide quarterly progress reporting forms to MDRS Office of Vocational Rehabilitation for TANF recipients assigned to activities, other than AbilityWorks, which can also be defined and counted as TANF Work Program activities.
8. Monitor the TANF recipient's attendance and progress for the duration of the referral/placement.
9. Counsel the TANF recipient when needed or as problems occur.
10. Deny applications for TANF applicants who fail to keep their appointment or cooperate with MDRS.
11. Terminate TANF cases and supportive services for TANF recipients who fail, without good cause, to keep their appointment or cooperate with MDRS.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Mississippi Department of Rehabilitation Services under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts the Mississippi Department of Rehabilitation Services or the Mississippi Department of Human Services from participating in similar activities with other public or private agencies, organizations, and individuals.
4. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time.
5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

**Mississippi Department of  
Rehabilitation Services**

Tarea Stout, Director  
Client Services  
1281 Highway 51  
P. O. Box 1698  
Madison, MS 39110  
Phone: 601-853-5100

**Mississippi Department of  
Human Services**

Cheryl Sparkman, Director  
Division of Economic Assistance  
750 N. State Street  
P. O. Box 352  
Jackson, MS 39205  
Phone: 601-359-4810

6. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value

involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representative of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements or competitions.

7. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and will remain in effect unless terminated pursuant to Section E.4 of this agreement.

THE PARTIES HERETO have executed this instrument.

Mississippi  
Department of Rehabilitation Services

Mississippi  
Department of Human Services

\_\_\_\_\_  
H. S. McMillan  
Executive Director

\_\_\_\_\_  
Donald R. Taylor  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
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